#2119

STATE OF ILLINOIS)
)
COUNTY OF COOK)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF	)	
	)	
SUSAN L. ROSHOLT,	)	
Petitioner,	)	NO. 88 D 4374
and	)	
	)	
ROBERT A. ROSHOLT,	)	
Respondent.	)	

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come up for hearing, upon the Petition for Dissolution of Marriage, filed by the Petitioner, SUSAN L. ROSHOLT, by and through her attorney, WARREN P. HILL of HYATT LEGAL SERVICES and the Respondent, ROBERT A. ROSHOLT, having filed his appearance by and through his attorney, SIDNEY H. MATHIAS of MATHIAS & SCHMARAK, P.C., and both parties having stipulated that this matter be heard as a uncontested matter, and the Court having heard evidence and the Court being fully advised in the premises, FINDS:

1. This Court has jurisdiction of the parties hereto and the subject matter hereof.

2. The Petitioner was domiciled and a resident of the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile and residence in the State of Illinois for ninety (90) days next preceding the making of the findings.

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3. The parties were married on June 10, 1972, and said marriage is registered at Arlington Heights, Cook County, Illinois.

4. That two (2) children were born to the parties as a result of the marriage, namely, DAVID M. ROSHOLT, age 9 years, and LAURA L. ROSHOLT, age 6 years. No children were adopted by the parties and the Petitioner is not now pregnant.

5. That without fault or provocation by either party, irreconcilable differences between the parties have led to the irretrievable breakdown of the marriage without chance of reconciliation.

6. The Petition has proved the allegations of the Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment of Dissolution of Marriage should be entered herein.

7. The parties hereto have entered into a Marital Settlement Agreement dated May 23, 1989, concerning the questions of maintenance of the parties, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

ON MOTION OF SAID ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

A. The parties are awarded a Judgment of Dissolution of Marriage and the bonds of matrimony existing between the Petitioner, SUSAN L. ROSHOLT, and the Respondent, ROBERT A. ROSHOLT, are hereby dissolved.

B. The Marital Settlement Agreement between the Petitioner and the Respondent dated May 23, 1989, and hereinabove set forth in full, be and is found to have been voluntarily entered into by both parties hereto, is made part of this Judgment of Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the Orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement.

C. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

D. Except as herein otherwise provided, each of the parties hereto is released and discharged from any and all other claims, rights, demands and causes of action by way of maintenance, inheritance, descent, dower or otherwise hereafter have any claim to or against any of the real or personal property

of the other party hereafter owned by him or her arising out of their marital relationship.

E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated May 23, 1989, as hereinabove set forth.

DATED: _____

ENTER:

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY

JUL 21 1989

JUDGE Michael McCarthy

DEPUTY CLERK

HYATT LEGAL SERVICES
Attorney for Petitioner
957 S. Elmhurst Road
DesPlaines, IL 60016
437-0440
#2119

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE July 21, 1989

Aurelia Pucinski

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT

[illegible] VIOLATION THEREOF IS SUBJECT TO THE

[illegible]

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of May, 1989, by and between ROBERT A. ROSHOLT, presently residing in Mt. Prospect, Illinois, hereinafter referred to as "Husband" and SUSAN L. ROSHOLT, presently residing in Mt. Prospect, Illinois, hereinafter referred to as "Wife".

WHEREAS, the said parties are now husband and wife, having been lawfully joined in marriage on the 10th day of June, 1972, and said marriage is registered at Arlington Heights, Illinois.

WHEREAS, irreconcilable differences have arisen between the parties, who are now and have been estranged from each other, and are not living together as husband and wife, having separated on or about ~~May 1, 1988~~ April 15, 1987; and

WHEREAS, a Petition for Dissolution of Marriage has been filed in the Circuit Court of Cook County, Illinois, entitled "IN RE THE MARRIAGE OF SUSAN L. ROSHOLT, Petitioner, and ROBERT A. ROSHOLT, Respondent", and bearing case number 88 D 4374, and which cause is presently pending and undetermined; and

WHEREAS, 2 children were born to the parties as a result of the marriage, namely, DAVID M. ROSHOLT, age 9 and LAURA L. ROSHOLT age 6. That the children are presently residing with the Wife. Wife and Husband agree that each is a fit and proper person to have the custody of the children.

WHEREAS, the parties hereto consider it to be in their best interest to settle between themselves now and forever their rights to support, maintenance and any and all other rights of

property and otherwise growing out of their marriage relationship existing between them and which either of them now has or may hereafter have or claim to have against the other, and all rights of any kind, nature and description which either of them now has or may hereafter have or claim to have, in and to any property of every kind, nature and description, now owned or which may hereafter be acquired by either of them; and

WHEREAS, each party has made full disclosure to the other of all assets owned by each of them and of the income derived therefrom and from all other sources.

WHEREAS, the Husband has had the benefit of counsel from Sidney H. Mathias, of the law firm of Mathias & Schmarak, P.C., as his attorney. That the Wife has had the benefit of counsel from Warren P. Hill of Hyatt Legal Services, as her attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter contained in this Agreement; and

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof; and

WHEREAS, each party expressly states that no representation has been made to him or to her by the other party or his or her attorneys other than what is contained in this Agreement; that the parties, after carefully considering the terms of this

Agreement, state that they do not regard it to be unconscionable.

WHEREAS, it is specifically understood by both parties that this Agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of anyone else. It is not intended by either Husband or Wife that any person including their children be third-party beneficiaries of this Agreement now or in the future. Any benefits that maybe conferred upon any persons, including the children of the parties, arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable considerations, hereto expressed, sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

ARTICLE I

CUSTODY, VISITATION AND RELATED MATTERS

1.01 Custody: Both Husband and Wife shall have the joint legal care, custody, control and education of the minor children of the parties, namely, DAVID M. ROSHOLT and LAURA L. ROSHOLT; however, Wife shall have the primary physical possession of said children. The parties shall confer for the purpose of deciding between themselves all major decisions including but not limited to education, health care and religious training. The parties have seriously considered these custody provisions and have determined that under the present existing conditions they are in

the best interests of the children.

1.02 Joint Parenting Agreement: The parties have entered into a Joint Parenting Agreement specifying each parent's powers, rights and responsibilities for the personal care of the children and for major decisions such as education, health care and religious training. The Agreement further sets forth a procedure by which changes, disputes and alleged breaches may be mediated or otherwise resolved and shall provide for a periodic review of its terms by the parents, all in accordance with Paragraph 602.1 of the Illinois Marriage and Dissolution of Marriage Act, Chapter 40, Illinois Revised Statutes.

1.03 Relationship with Children: Both Husband and Wife shall use their best efforts to foster the respect, love and affection of the children toward each parent and shall cooperate fully in implementing a relationship with the children that will give them the maximum feeling of security that may be possible.

1.04 Visitation: Husband shall have the right to visitation with the children at the place of residence or elsewhere at reasonable times and upon reasonable notice to Wife. At a minimum, Husband shall have the right of visitation with the children overnight on alternate weekends for at least two full days and two full nights. Husband shall also have visitation with the minor children for a two week vacation period per year upon reasonable notice to Wife. Husband may contact the children by telephone at all reasonable times. The parties, by written agreement, shall have the right to alter, modify and otherwise

arrange for other specific visitation periods than those shown above, and on such terms and conditions as are conducive to the best interest and welfare of the children. In the event a visitation period is made unavailable by virtue of a serious illness or injury of a child, the parties shall cooperate to implement a reasonable substitute visitation, bearing in mind the best interest of said child.

1.05 Information: Both Husband and Wife shall keep each other informed as to the exact place where each of them resides, the telephone numbers of their residences, their places of employment and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a telephone number where he or she can be reached.

1.06 Removal: Wife shall not have the right to remove the minor children to another jurisdiction or reside therein on a permanent basis unless she shall first obtain a written consent of Husband, but in the event the parties can not agree to the permanent removal, then the same shall be determined by a court of competent jurisdiction upon proper notice and Petition. In the event the children move to another jurisdiction, the visitation and child support provisions hereinafter set forth shall be modified accordingly. If the parties can not agree upon the form and content of such modification, the same shall be determined by a court of competent jurisdiction upon proper notice and Petition.

1.07 Notification: Wife shall advise Husband of any serious injury or illness suffered by the children as soon as possible after learning of same. Wife shall direct all doctors involved in the care and treatment of the children to give Husband all information regarding any injury or illness if Husband requests same.

1.08 Visitation Unrelated to Support: In the event Husband should, for any reason, fail to comply with any of his payment obligations set forth in this Agreement, such failure shall not be a basis for Wife to deny him his rights of visitation. Rights of visitation and payment obligations shall be treated as independent covenants and enforced accordingly.

1.09 Reservation of Custody. Wife agrees that in the event of her death prior to the children attaining the age of eighteen (18) years, the physical possession of the children shall be awarded to the Husband.

ARTICLE II

SUPPORT AND RELATED MATTERS

2.01 Support for Children: Husband hereby agrees to pay to Wife and Wife hereby agrees to accept the sum of $1500.00 per month or 25% of Husband's net income as defined in Paragraph 505 of the Illinois Marriage and Dissolution of Marriage Act without regard to any bonus Husband may receive from his employer, whichever is less, as and for support of the minor children of the parties commencing upon entry of any Judgment of Dissolution of Marriage between the parties. In no event shall said support

payments be less than $1,000.00 per month without order of Court. Child support payments are based on Husband's 1988 gross income less bonus in the sum of $115,000.00. Support payments shall be reduced to $1,200.00 per month or 20% of Husband's net income as defined herein without regard to any bonus Husband may receive from his employer, whichever is less, when DAVID becomes emancipated as defined in Article IV of this Agreement. All child support payments shall terminate when LAURA becomes emancipated as defined in Article IV of this Agreement. That all payments hereunder shall be made payable directly to Wife. That the first payment shall become due upon entry of any Judgment of Dissolution of Marriage between the parties. Husband shall provide Wife with copies of all current 1040, W-2 and 1099 forms from all sources of income on an annual basis after Husband files his Federal and State income tax returns. After such forms are provided to Wife, the parties shall recalculate child support payments for the preceding year based on actual Federal and State income taxes paid by Husband, taking into consideration the maximum and minimum support payments set forth herein. Any underpayment of support payments as recalculated by the parties shall be immediately paid by Husband to Wife. Any overpayment of support payments as recalculated by the parties shall be credited to Husband's future support payments to Wife. That all child support payments shall be payable directly to the wife pursuant to an Order For Withholding served upon the Husband's employer.

2.02 <u>Life Insurance:</u> To secure the children's right to

receive the payments required to be made pursuant to such provisions, Husband shall maintain his present life insurance policies with Northwestern Mutual Life with total death benefits of $150,000.00 on his life with the minor children as irrevocable beneficiaries thereunder. In addition, Husband shall maintain his present declining term life insurance policy with CNA with an initial death benefit of $110,000.00 on his life with the minor children as irrevocable beneficiaries thereunder. Husband's obligations hereunder shall terminate after both children become fully emancipated as defined in Article IV of this Agreement.

2.03 Independent Covenants: If Wife should for any reason, fail to comply with the visitation provisions set forth in this Agreement, Husband shall not be entitled to withhold from Wife any of the amounts due to her pursuant to this Article. Rights of visitation and payment obligations shall be treated as independent covenants and enforced accordingly.

2.04 Tax Deduction: Husband and Wife agree that the Husband shall be entitled to claim the dependency exemptions for the minor children in the filing of Federal and State income tax returns provided the child support payments are current. Wife agrees to execute annual waiver forms as required by the I.R.S. pursuant to the Domestic Relations Tax Reform Act of 1984.

2.05 No Abatement of Child Support: The parties recognize that during extended visitation and vacation periods with Husband, the cost to Wife for the children's support will be diminished. Since this was contemplated when total support

payments were determined, there shall be no abatement of support payments at any time Husband is exercising his rights of visitation.

ARTICLE III

MEDICAL, DENTAL, OPTICAL AND RELATED EXPENSES FOR CHILD

3.01 Extraordinary Medical and Dental Care: Husband shall pay for the hospital, surgical, optical and orthodontic care and for the extraordinary medical and dental care of the children of the parties. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations, and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care, eyeglasses or contact lenses (subject to Husband's prior approval), and which exceed $100.00 per month per child, but shall not include routine checkups (including school, camp and eye examinations), minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like. These obligations of Husband and Wife shall be reduced to the extent that such extraordinary expenses are paid or reimbursed by insurance, whether such insurance is maintained by Husband or Wife or provided by the employer of Husband or Wife. In the event of serious illness of a child or the need for extraordinary medical or dental care, Wife and Husband shall consult the other before incurring expenses in such instances. It is understood by both Husband and Wife that each party's

obligation to consult with the other shall not apply in cases of emergency where the life or health of a child might be imperiled by delay. If the parties cannot agree as to whether or not the expense is extraordinary or whether or not the expense should be incurred, a court of competent jurisdiction shall make such determination upon proper notice and petition, even after said expense is incurred.

3.02 Ordinary Medical and Dental Care: To the extent not covered by insurance, wife shall be responsible for the payment of all medical and dental care of the children which is not determined to be extraordinary in accordance with Section 3.01.

3.03 Medical Insurance: Husband shall maintain, at his sole expense, existing major medical insurance through his employer covering the possible major medical needs of the children while he has an obligation to pay support for the children. In the event that existing insurance coverage should terminate, Husband shall immediately procure at his sole expense replacement insurance coverage for the needs of the children.

3.04 Husband shall deposit with Wife a copy of the existing insurance policy, any subsequent amendments affecting the extent of coverage thereunder and any subsequent replacement policies so procured by him. Husband shall provide Wife with current identification cards in order to enable her to identify the children's coverage under the insurance policy to be provided by Husband hereunder.

3.05 Husband's obligation with respect to the children

shall terminate when each child attains full emancipation as defined in Article IV of this Agreement except Husband's obligation with respect to medical insurance coverage shall extend during the time that the Husband is obligated pursuant to Article V of this Agreement for a four year college education for the minor children of the parties.

ARTICLE IV

EMANCIPATION EVENT

4.01 Definition: With respect to the children, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time Husband's obligations for that child as detailed in this Agreement shall terminate:

(a) The child reaching his 18th birthday or completing high school, whichever last occurs, provided, however, high school is limited to four (4) years after enrollment in high school, except the time shall be extended in the case of serious illness or accident;

(b) The child's marriage;

(c) The child's having a permanent residence away from the permanent residence of the Wife;

(d) The child's death;

(e) Entry into the Armed Forces of the United States;

(f) The child's engaging in full-time employment except the child's engaging in full-time employment during

vacation or summer periods.

ARTICLE V

COLLEGE EDUCATION

5.01 Husband shall be responsible and obligate himself financially for a four year college education for the minor children of the parties, as each child who is younger than twenty-five (25) expresses a desire and is accepted at any accredited college or university, said expenses to include, but not by way of limitation; supplies, fees, tuition, books, and room and board. The child may attend such school of his or her choice and is encouraged to consult with both parties regarding his or her choice.

5.02 Funding: Husband agrees to contribute each year to a joint account or fund in the names of the parties and the funds contained therein shall used be for the college education of the minor children of the parties. Husband's contribution shall be twenty-five percent (25%) of his net after-tax bonus from his employer. However, Husband shall not be required to contribute at any time that the total face value of any bond investments and the market value of any equity investments in the account or fund exceed $250,000.00. Any bonds, securities or other investments purchased by said account or fund shall be registered in the names of both parties. Husband shall determine the investment purchased with each yearly contribution. Any sale, exchange or liquidation of any investment shall require the mutual consent of both parties. All decisions regarding disbursement from said

account or fund for educational or other extraordinary purposes shall require the mutual consent of both parties. Any assets remaining in the account or fund after the completion of the college education of both children of the parties or after Laura reaches 25 years of age, whichever is later, shall be sold and the proceeds divided equally between the parties. Husband shall be responsible and pay for all Federal and State income taxes accruing as a result of any income generated by the account or fund except that each party will be responsible for any income taxes accruing as a result of any distribution to that party at the termination of the account or fund. The parties agree that the following accounts or funds jointly held by the parties are educational funds and accounts and shall be governed by the terms of this section of the Agreement: Illinois Education Bonds; Eaton Advance Fund; GNMA-Dreyfus; Growth Aggressive Stock Fund and Zero Coupon Municipal Securities.

ARTICLE VI

MAINTENANCE

6.01 Husband shall pay to Wife, as and for non-modifiable maintenance in gross, the sum of Fifty five Thousand Two Hundred ($55,200.00) Dollars in the following monthly installments commencing upon the entry of any Judgment of Dissolution of Marriage between the parties:

Monthly Installment Number	Amount of Payment
1 - 36	$1,000.00
37 - 48	$ 800.00
49 - 60	$ 600.00
61 - 72	$ 200.00

That the above scheduled payments shall be in full satisfaction of support to the Wife whether past, present or future. That the parties acknowledge and stipulate that the terms and provisions of this Article shall not be subject to modification in amount or duration for any reason whatsoever. Husband, who will be making payments on the mortgage loan obligation upon the marital residence, may take a credit towards the above-scheduled monthly installments of maintenance in gross in an amount equal to one-half (1/2) of the mortgage payments for each month that Husband pays the entire mortgage payment including principal, interest, tax and insurance escrows.

ARTICLE VII

PERSONAL PROPERTY

7.01 Personal Property and Effects: That each of the parties shall have and retain the sole and exclusive right, title and interest in and to the personal property and other effects in his or her respective possession or control, with the exception that the Wife shall have and retain the sole and exclusive right, title and interest, free of any claim by the Husband, in and to all of the household furniture, furnishings, and household effects located at the property commonly known as 719 South Emerson, Mt. Prospect, Illinois and except as set forth herein.

7.02 Vehicles: That the Husband shall retain as his sole and separate property, free of any claim by the Wife, all right, title and interest in and to the 1987 Acura Legend automobile

currently in his possession. The Husband covenants and agrees to save, indemnify and hold the Wife harmless for any liability incurred relative to the purchase, licensing or insurance of the automobile, including any outstanding loans on the automobile.

That the Wife shall retain as her sole and separate property, free of any claim by the Husband, all right, title and interest in and to the 1986 Plymouth Caravan automobile currently in her possession. The Wife covenants and agrees to save, indemnify and hold the Husband harmless for any liability incurred relative to the purchase, licensing or insurance of the automobile, including any outstanding loans on the automobile.

7.03 Depository and Investment Accounts: Wife shall retain as her sole and exclusive property free of any claim by the Husband of the following accounts:

> Cragin Federal Savings and Loan Association checking, savings and IRA accounts; Northwestern Mutual Life Insurance cash value.

Husband shall retain as his sole and exclusive property free of any claim by the Wife of the following accounts:

> Any restricted shares of stock of First Chicago granted to him subsequent to April 1986.

Husband and Wife shall divide equally the following accounts upon entry of any Judgment of Dissolution of Marriage between the parties:

> First Chicago Money Market Account; First Chicago Profit-Sharing Plan; First Chicago checking account; First Chicago IRA account; First Chicago common stocks; and the Citibank Money Market Pledge account (to be divided upon release of said account). 450 restricted shares of stock of First Chicago granted to Husband during April, 1986, (to be divided upon award and distribution of said shares).

7.04 Pension Plan: Husband and Wife shall each retain as their sole and exclusive property, free of any claim by the other, all right, title and interest, in and to any pension, profit sharing plan now titled in their respective individual names, including but not limited to the following accounts:

Husband's pension plan at the First National Bank of Chicago.

Husband and Wife further hereby mutually waive and release all their right, title and interest in and to said accounts and funds to be retained by the other pursuant to the terms of this provision.

7.05 Stock Option Plan: Husband has the following stock options available to exercise under the First Chicago plan for executive officers (subject to terms of said plan:

Grant dates	Number of Shares	Award Dates	Price
4/13/87	515	4/13/88	$26.75
4/13/87	515	4/13/89	$26.75
4/13/87	515	4/13/90	$26.75
2/12/88	2100	2/12/89	$23.125
2/12/88	2100	2/12/90	$23.125
2/12/88	2100	2/12/91	$23.125
2/16/89	2000	2/16/90	$34.125
2/16/89	2000	2/16/91	$34.125
2/16/89	2000	2/16/92	$34.125

Husband shall retain as his sole and exclusive property free of any claim by the Wife of any stock options with Grant dates of 2/12/88 or 2/16/89. The parties agree that if the Husband at his sole discretion exercises any of the stock options with a Grant date of 4/13/87, Husband shall immediately notify Wife in writing of said exercise and shall convey one-half (1/2) of said shares

of stock to Wife.

7.06 Conveyances and Releases: To the extent possible, the provisions of this Article shall be deemed to constitute a conveyance by each of the parties to the other of the property interests to which the other is entitled hereunder and a release by each of the parties of any right, title or interest in any property interests to which the other is entitled hereunder. To the extent that the execution of any separate instruments shall be necessary to convey or release each party's interest in the property specified in this Article in order to give the other party ownership rights to which such party is entitled hereunder, the parties shall execute such instruments at any time upon request by the other party.

ARTICLE VIII

REAL PROPERTY

8.01 The parties represent that they are presently the joint owners of two parcels of improved real estate commonly known as 719 South Emerson, Mt. Prospect, Illinois, ("Emerson") and 703 Crestwood, Mt. Prospect, Illinois, ("Crestwood") legally described in Exhibit "A", attached hereto and made a part hereof. The parties shall convey title to both parcels to themselves as tenants in common and not as joint tenants. Each party shall notify the other if any adult person shall occupy either parcel.

8.02 Wife shall have exclusive possession of the former marital residence located at 719 South Emerson, Mt. Prospect, Illinois and Husband shall have exclusive possession of the

residence located at 703 South Crestwood, Mt. Prospect, Illinois until said residences are sold. If a new adult shall occupy the Emerson residence, Wife shall pay to Husband a monthly sum equal to the market rental rate in the Northwest Suburban Chicago area for a one-bedroom apartment. In addition, in the event of a new adult resident at the Emerson residence, Husband, at his option, may sell and Wife shall purchase Husband's equity in said parcel as determined in Section 8.05 of this Agreement. If a new adult shall occupy the Crestwood residence, Wife, at her option, may sell and Husband shall purchase Wife's equity in said parcel as determined in Section 8.05 of this Agreement.

8.03 Husband and Wife agree to immediately list for sale and sell the two residences at such time as both of the minor children of the parties become emancipated as defined in Article IV of this Agreement, or either of the parties die or remarry, or both parties agree to sell, whichever occurs first. The proceeds of both sales after payment of all expenses relating to the sales shall be divided equally between Husband and Wife. In the event Husband and Wife cannot agree on the sale price for either of the aforesaid residences, then the parties shall have such residence appraised, either by agreeing upon an appraiser or each appointing an appraiser and those appraisers shall agree upon a third appraiser who shall value the premises. The appraisal fee shall be paid for equally by the parties and the appraised valuation shall be binding upon both of the parties. Unless the parties otherwise agree in writing, the property so appraised

shall be placed on the market at a price equal to 110% of its appraised value. If at the end of 30 days, the residence remains unsold, either party may elect or require a reduction of the asking price by 5% of its appraised value, and such right to require a reduction of the asking price by 5% of its appraised value shall continue for consecutive 30 day periods until such time as the asking price reaches the level of 90% of its appraised value. Whereupon, the mutual consent of both of the parties, or an order by a court of competent jurisdiction, shall be necessary in order to further reduce the asking price. Any bonafide offer to purchase shall be accepted if the amount is equal to or greater than the appraised amount of the property or the asking price as herein provided, whichever is lower.

8.04 Husband shall be responsible for all payments to become due after the entry of any Judgment of Dissolution of Marriage on the mortgage, real estate taxes, utilities, insurance and all other expenses associated with the use and ownership of the Crestwood residence. Each of the parties shall be responsible for one-half (1/2) of all payments to become due after the entry of any Judgment of Dissolution of Marriage on the mortgage, real estate taxes, insurance and any major extraordinary repairs associated with the use and ownership of the Emerson residence. Wife shall be responsible and pay for the utilities and ordinary maintenance of the Emerson residence.

8.05 In the event that the Husband is desirous of purchasing the Wife's interest in the Crestwood residence, or the

Wife is desirous of purchasing the Husband's interest in the Emerson residence, he or she may do so by tendering to the other 50 percent of the equity in said residence based on the fair market value of said residence at the time of purchase. The equity shall be determined by having said residence appraised, either by agreeing upon an appraiser or each appointing an appraiser and having those appraisers agree upon a third appraiser who shall value the premises. The appraised evaluation shall be binding upon both of the parties. The parties shall deduct from the appraised value, the total liens against said property and the usual prorations in the sales of real estate, but without a broker's commission. Upon receiving payment of said interest in the said residence, the party receiving said sum agrees to convey to the other by proper warranty deed all of his or her right, title and interest in and to said residence. The parties agree that they will not cause or suffer any liens or encumbrances not currently upon either property without the written consent of the other.

8.06 If any issue pertaining to the sale of the parcels of real estate shall be disputed and unresolved between the parties, a Court of competent jurisdiction shall retain and decide said issue.

ARTICLE IX

INDEBTEDNESS

9.01 Each party shall be liable for their own debts and obligations incurred whether before or during the marriage of the

parties, or after their separation and shall hold the other harmless from any claims, actions, lawsuits or liabilities thereon except as otherwise provided herein with respect to any real estate mortgage loans.

9.02 Attorneys fees: Each of the parties shall pay and be responsible for his or her respective attorneys fees.

ARTICLE X

GENERAL PROVISIONS

10.01 Right of Action: This Agreement is not one to obtain or stimulate a Dissolution of Marriage. Husband reserves the right to prosecute any action for Dissolution of Marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by Wife. Wife reserves the right to prosecute any action for Dissolution of Marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by Husband, and shall indemnify and hold harmless the other for and from any liability damages or attorneys' fees for the payment of any debt or obligation which is the responsibility of the other party in accordance with this paragraph.

10.02 Execution of Documents: Except as otherwise specifically provided in this Agreement, each of the parties shall execute, acknowledge and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties, as hereinabove provided, and thereafter, at any time and from

time to time, shall execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of the parties in the manner herein agreed and provided. If either party, for any reason, shall fail or refuse to execute any such documents, then this Agreement shall and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any Judge or Associate Judge of the Circuit Court of Cook County, Land Title Division, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

10.03 Mutual Release: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise by reason of the marital relation existing between the parties, under any present or

future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent; and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement; and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably required to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with provisions of this Agreement, or the rights of either party under this Agreement.

10.04 <u>Waiver of Estate Claim:</u> Except as herein otherwise provided, each of the parties hereby waives and relinquishes all

rights to act as administrator or administrator-with-the-will-annexed of the estate of the other patty, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties had never been married, each of the parties respectively, reserving the right to dispose, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this Agreement, or the rights of either party under this Agreement.

10.05 <u>Incorporation of Agreement into Judgment for Dissolution of Marriage and Effective Date of Agreement:</u> In the event either Husband or Wife at any time hereafter obtains a Dissolution of Marriage in the proceedings presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a Judgment of

Dissolution of Marriage is entered in the said pending proceedings. The court, on entry of a Judgment of Dissolution of Marriage, shall retain the right to enforce the provisions and terms of the Agreement; and this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the respective parties. Notwithstanding such incorporation of this Agreement, as aforesaid, into any Judgment entered herein, this Agreement, by its specific terms, shall not be merged with such Judgment but shall continue to have independent legal significance in addition to said Judgment and shall be subject to enforcement by either party as in the case of any other contract, agreement or jurisdiction.

10.06 Financial Declaration of Parties: Husband and Wife have made available to each other, their respective counsel and their respective auditors, all books, records, financial documentation and business and personal records, including but not limited to the current financial statements and tax returns, reflecting upon his income, resources, assets and liabilities. Disclosures of all information and data relating to Husband's financial status have been made fully and completely as requested. Both parties acknowledge the accuracy and completeness of their financial disclosures to the other and further acknowledge their receipt of and reliance upon the financial information and representations of the other in agreeing to the financial, property, allowance, support and other provisions

contained in this Agreement.

10.07 Counterparts: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same instrument.

10.08 Amendment and Construction: This Agreement may be amended by mutual agreement of the parties at any time hereafter. Any such amendment shall be reduced to writing, dated and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this Agreement. No oral agreement shall be effective to or in any manner modify or waive any terms, covenants, or conditions of this Agreement.

Any word in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be appropriate under the circumstances then existing.

The headings of each paragraph of this Agreement are for convenience only and are subordinate to the substance of the provisions in which they appear.

10.09 The law of the State of Illinois shall control the construction and enforcement of the terms and provisions of this Agreement.

10.10 This Agreement is indivisible, and neither Wife nor Husband would have entered into this Agreement unless every term, provision and condition hereof had been included herein; each provision was made in consideration of every other provision.

This Agreement is the full and complete agreement of the parties on the matters addressed herein. There are no other agreements, written or oral, between the parties than as set forth in this document. The agreements herein may not be altered in any way except by a writing signed by both parties.

10.11 If either of the parties default in the performance of any of the terms, provisions or obligations contained in this Agreement, and it becomes necessary to institute legal proceedings to enforce this Agreement, then the party found to be in default shall pay all expenses, including reasonable attorneys fees incurred in connection with such enforcement proceedings.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures on the day and year first above written.

Susan Rosholt

Robert A. Rosholt

ATTORNEYS TITLE GUARANTY FUND, INC. 29 S. LA SALLE, 2ND FLOOR CHICAGO, IL 60603

3920391

1986 OCT 19 PM 2:39

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

IDENTIFIED
NO.

3920391

1018475

County of Cook in the State of Illinois, to wit:

LOT TWENTY FOUR----------(24)
IN COLONIAL HEIGHTS 1ST ADDITION, BEING A SUBDIVISION OF PART OF LOTS FIVE (5), SIX (6) AND SEVEN (7), IN OWNERS DIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER (1/4) (EXCEPT THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) THEREOF), OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID COLONIAL HEIGHTS 1ST ADDITION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 16, 1951, AS DOCUMENT NUMBER 1977989.

VILLAGE OF MOUNT PROSPECT
REAL ESTATE TRANSFER TAX
3485

HERE

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE July 21, 1989

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW

1018475